

**AGREEMENT
BETWEEN
BOARD OF PUBLIC WORKS AND SAFETY
WEST LAFAYETTE, INDIANA
AND
WESSLER ENGINEERING
FOR
SALISBURY STREET IMPROVEMENTS**

THIS AGREEMENT, entered into by and between the Board of Public Works and Safety, City of West Lafayette, Indiana (hereinafter named OWNER) and M. D. Wessler & Associates, Inc. (d/b/a Wessler Engineering) (hereinafter named ENGINEER):

WITNESSETH THAT:

WHEREAS, the OWNER has need for Professional Engineering Services to address issues with Salisbury Street from Rainbow Drive to Kent Avenue; and

WHEREAS, the ENGINEER proposes to provide Professional Services to the OWNER to address issues with Salisbury Street, herein described as the PROJECT; and

WHEREAS, the Project shall consist of the evaluation of potential alternatives to improve Salisbury Street from Rainbow Drive to Kent Avenue and the preparation of pre-design cost estimates for construction of alternatives identified; and

WHEREAS, the ENGINEER has expressed a willingness to provide the Professional Services and agrees to furnish these services as described in this Agreement for the above-described PROJECT.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto mutually covenant and agree as follows:

ARTICLE I
SCOPE OF PROFESSIONAL SERVICES – BASIC SERVICES

A. BASIC SERVICES

1. Analysis of the current traffic patterns and operations.
2. Identify issues with current traffic capacity and flow.
3. Identify potential alternatives to improve Salisbury Street from Rainbow Drive to Kent Avenue.
4. Identify potential impacts the proposed improvements may have on the known existing utilities and infrastructure.
5. Prepare a draft preliminary engineering report (PER) summarizing the potential alternatives identified, including pre-design construction cost estimates.
6. Review the draft PER with the Owner.
7. Address the Owner's review comments. Prepare and submit the final PER to the Owner for review and approval.

ARTICLE II
ADDITIONAL PROFESSIONAL SERVICES

If authorized in writing by the OWNER, the ENGINEER agrees to furnish, or obtain from others, Additional Professional Services in conjunction with the PROJECT, as set forth below:

1. Traffic data collection and/or forecasting.
2. Traffic simulation utilizing computer modeling techniques.
3. Survey and design of the selected alternative, including construction plans and specifications.
4. Environmental, wetland or archeological assessment and studies.
5. Right-of-way engineering and acquisition.
6. Bidding or construction administration services.
7. Construction inspection services.
8. Services due to changes in the scope of this Project.
9. Revisions to the Engineer's work following previous approval by the Owner.
10. Preparing Bidding Documents or Contract Documents for this Project.
11. Coordinating geotechnical engineering, including soil borings and rock soundings, and providing results in a soils investigation report.

12. Preparation of drawings, exhibits and applications for obtaining permits from Indiana Dept. of Natural Resources, Army Corps of Engineers, NPDES Rule 5, INDOT and others as applicable for this Project.
13. Appearances before courts, boards, or commissions on matters of public hearings, permit application, permit protests, bid protests or litigation related to the Project.
14. Conducting or attending meetings called by the Owner with property owners, business leaders and residents to discuss easements, rights-of-way and land to be acquired, or other elements or matters of the Project.
15. Preparation of as-built drawings for submittal to the Owner or INDOT.
16. Other services performed or furnished by the Engineer not otherwise provided for in this Proposal. Subject to other provisions of this Proposal, services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

ARTICLE III OWNER'S RESPONSIBILITIES

The OWNER's responsibilities are contained in Attachment No. 1, Standard Terms and Conditions.

ARTICLE IV COMPENSATION

In accordance with the terms and conditions of the Agreement, the ENGINEER shall provide the professional services for which the OWNER shall compensate the ENGINEER as follows:

- A. BASIC SERVICES – Compensation for providing the Professional Services as described in Article I shall be on the basis of the of the actual hours and expenses incurred in performing the Services, at the Engineer's current hourly rate and reimbursable expense schedule in effect at the time the Services are performed (the 2010 Hourly Rate and Reimbursable Schedule is included as Attachment No. 2), plus reimbursement for actual out-of-pocket costs incurred in conjunction with providing the Professional Services described herein. The fee is estimated to be Nineteen Thousand One Hundred Dollars (\$19,100.00) including reimbursable expenses, and shall not be exceeded without prior written approval from Owner.
- B. ADDITIONAL SERVICES – If Additional Professional Services are requested in writing, compensation for providing these Services shall be on the basis of the of the actual hours and expenses incurred in performing the Services, at the Engineer's current hourly rate and reimbursable expense schedule in effect at the time the Services are performed (the 2010 Hourly Rate and Reimbursable Expense Schedule is included as Attachment No. 2), plus reimbursement for actual out-of-pocket costs incurred in conjunction with providing the Engineering Services described herein.

**ARTICLE V
SCHEDULE**

The draft PER shall be completed and submitted to the Owner for review within 120 days of Notice to Proceed from the Owner. The final PER shall be completed and submitted to the Owner for review and approval within 30 days after receipt of the Owner's review comments of the draft PER.

**ARTICLE VI
STANDARD TERMS AND CONDITIONS**

The Standard Terms and Conditions of this Agreement are included as Attachment No. 1

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same agreement. A telecopied or facsimile signature shall be equivalent to and as binding as an original signature.


IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement, this _____ day of _____ 2010.

ENGINEER

**M.D. WESSLER & ASSOCIATES, INC.
d/b/a WESSLER ENGINEERING**



Martin A. Wessler, P.E.
CEO

Attest: 

Jeremy A. Burns, P.E., P.L.S.
Project Manager

Date: September 22, 2010

OWNER

**BOARD OF PUBLIC WORKS & SAFETY
CITY OF WEST LAFAYETTE, INDIANA**

John R. Dennis, Mayor

Sana G. Booker, Member

Bradley W. Marley, Member

Jonathan C. Speaker, Member

Elizabeth M. Stull, Member

Attest: _____
Judith C. Rhodes IAMC/CMC/CPFA
Clerk-Treasurer

ADDRESS FOR GIVING NOTICE:

Wessler Engineering
6219 South East Street
Indianapolis, IN 46227

ADDRESS FOR GIVING NOTICE:

City of West Lafayette
609 West Navajo Street
West Lafayette, Indiana 47906

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Attachments: No. 1 – Standard Terms and Conditions
No. 2 – 2010 Hourly Rate and Reimbursement Expense Schedule